

Application No.	Applicant(s)			
09/967,236	PASTRICK, TODD W.			

TERMINAL DISCLAIMER				☐ DISAPPROVED	
the term of this patent shall not tend beyond the expiration date of S. Patent No:  6,296,379  6,086,229		6,299,333 6,074,077	6,176 5,497	·	5,879,074 5,669,705
The term of this patent subsequent to the adjacent date has been disclaimed.					
INTERNAL DOCUMENT – DO NOT MAIL				Docu	ment Code - DISQ

U.S. Patent and Trademark Office

RENEE PRESTON
PARALEGAL SPECIALIST
TECHNOLOGY CENTER 2800



## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner

Thomas M. Sember

Applicant

Todd W. Pastrick

Serial No.

09/967,236

Filed For

September 28, 2001 VEHICLE EXTERIOR MIRROR SYSTEM WITH

TURN SIGNAL LIGHT ASSEMBLY

TERMINAL DISCLAIMER APPR(JED

AUG 0 6 2004

Commissioner for Patents Washington, D.C. 20231

Dear Sir:

**TECHNOLOGY CENTER 2800** SPECIAL PROGRAM CENTER

## TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION [37 C.F.R. 1.321(b)]

The undersigned Disclaimant, Niall R. Lynam, is Senior Vice President and Chief Technical Officer of the Assignee and represents that he is empowered to act on behalf of the Assignee identified below.

The Assignee of record, Donnelly Corporation, 414 East Fortieth Street, Holland, Michigan 49423, is the Assignee and owner of the entire right, title and interest in and to the above-identified application and invention. This application is a continuation of prior application Serial No. 09/596,015, filed on June 16, 2000, now U.S. Pat. No. 6,296,379. which is a continuation of Serial No. 09/259,815, filed on February 26, 1999, now U.S. Pat. No. 6,086,229, which is a continuation of Serial No. 08/933,375, filed on September 19, 1997, now U.S. Pat. No. 5,879,074, which is a continuation of application Serial No. 08/607,284, filed on February 26, 1996, now U.S. Pat. No. 5,669,704, which is a continuation of application Serial No. 08/426,591, filed on April 21, 1995, now U.S. Pat. No. 5,497,306. which is a continuation-in-part of application Serial No. 08/333,412, filed on November 2, 1994, now U.S. Pat. No. 5,497,305, which is a continuation of application Serial No. 08/011,947, filed on February 1, 1993, now U.S. Pat. No. 5,371,659. The Assignment to Petitioner was recorded on April 21, 1995, at Reel 7474, Frame 0704. A copy of the Assignment is attached.

The Disclaimant states that the evidentiary document, namely the Assignment, has been reviewed, and Disclaimant hereby certifies that, to the best of his knowledge and belief, title is in the Assignee seeking to take the below action.

Applicant

Todd W. Pastrick

Scrial No.

09/967,236

Page

2

Assignee, Donnelly Corporation, hereby disclaims, except as provided below, the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of the full statutory term, as presently shortened by any terminal disclaimer, of U.S. Pat. No. 6,296,379, which issued on October 2, 2001; U.S. Pat. No. 6,299,333, which issued on October 9, 2001; U.S. Pat. No. 6,176,602, which issued on January 23, 2001; U.S. Pat. No. 5,879,074, which issued on March 9, 1999; U.S. Pat. No. 6,086,229, which issued on July 11, 2000; U.S. Pat. No. 6,074,077, which issued on June 13, 2000; U.S. Pat. No. 5,497,306, which issued on March 5, 1996; and U.S. Pat. No. 5,669,705, which issued on September 23, 1997, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Pat. No. 6,296,379, which issued on October 2, 2001; U.S. Pat. No. 6,299,333, which issued on October 9, 2001; U.S. Pat. No. 6,176,602, which issued on January 23, 2001; U.S. Pat. No. 5,879,074, which issued on March 9, 1999; U.S. Pat. No. 6,086,229, which issued on July 11, 2000; U.S. Pat. No. 6,074,077, which issued on June 13, 2000; U.S. Pat. No. 5,497,306, which issued on March 5, 1996; and U.S. Pat. No. 5,669,705, which issued on September 23, 1997, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, its successors or assignees.

Petitioner does not disclaim any part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Pat. No. 6,296,379, which issued on October 2, 2001; U.S. Pat. No. 6,299,333, which issued on October 9, 2001; U.S. Pat. No. 6,176,602, which issued on January 23, 2001; U.S. Pat. No. 5,879,074, which issued on March 9, 1999; U.S. Pat. No. 6,086,229, which issued on July 11, 2000; U.S. Pat. No. 6,074,077, which issued on June 13, 2000; U.S. Pat. No. 5,497,306, which issued on March 5, 1996; and U.S. Pat. No. 5,669,705, which issued on September 23, 1997, in the event that it later: 1) expires for failure to pay a maintenance fee; 2) is held unenforceable or found invalid by a court of competent jurisdiction; 3) is statutorily disclaimed in whole or is found terminally dislaimed under 37 C.F.R. 1.321(a); 4) has all claims canceled by a re-examination certificate; 5) is reissued; or 6) is otherwise terminated

Applicant

Todd W. Pastrick

Serial No.

09/967,236

Page -

3

prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that the statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, as set under Section 1001, Title 18, of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

DONNELLY CORPORATION

Dr. Niall R. Lynam

Senior Vice President and Chief Technical Officer

## ASSIGNMENT

WHEREAS, Todd W. Pastrick, residing at 15000 - 152nd Avenue, Grand Haver, Michigan. 49417 (hereinafter referred to at Assignor), has invented cartain their and useful improvements in EXTERIOR VEHICLE SECURITY LIGHT for which an application for United Security Letters Patent was assecuted on even data horswith.

WHEREAS, Dormely Corporation, a corporation of the Stitts of Michigan, Naving a place of business at 414 East Forceth Screet, Holland, Michigan, 49424 (horotestat referred to as Assigned), is desirous of acquiring the entire right, tide, and intentit in and to said invention and to any Letter's Patent that may be pranted therefor in the United States and in any and at foreign countries.

NOW, THEREFORE, in consideration of the same of one dollar (\$1,00), the receipt of which is hereby actnowledged, and for other good and valuable considerations. Assignor bandy sale, assigns and transfers same said Assignee the full and exclusive right, this and interest to the said and in one; being and to any and all secures Pasent which may be greated therefor in the United Science and in any and all foreign countries and in any and all foreign countries and in any one; and accounting and in and to any and all divisions, reissues, continuations, continuations, continuations, of the inverse passes which the full right to chies for any such applications the benefits of the inversational Convention.

Assignor hareby authorizes and requests the Paper Office Officials in the United Status and in any and all foreign countries to issue any and all of said Letters Papers, when granted, to said Assignee as the owner of the entire right, tide and interest in and to the same, for the sole use and behoof of said Assignee, its successors and assigne.

FURTHER, Assignor agrees to communicate to said Assignee or its representatives any facts known to Assigner respecting said investion, and usually in any legal proceeding, sign all brother processes all divisional, communication continuation-in-part, executing all divisional, communication-in-part, executing all executing statement papers to cause any and all of said Lecturing Parent to be issued to said Assignee, paint all rightful outine and generally do everything purchase to aid-said Assignee, by successors and assigner, to obtain and entorse proper protection for said invention in the United States and in any and all family commisses.

IN TESTIMONY WHEREOF, I have bereunto set my hand on the date appearing next to my

Wigness

(INCHEDIT

Deca

well deman

odd W. Passick